

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

CONSECO LIFE INSURANCE) 4:11CV3047
COMPANY,)
)
Plaintiff,)
)
v.) **MEMORANDUM
AND ORDER**
)
JO ANN G. FUNKE, and LINDA B.)
FUNKE,)
)
Defendants.)

This interpleader action is before me on Defendants' joint motion for stipulated settlement.¹ (Filing [36](#).) In their stipulation, Defendants state that they each claim ownership of funds deposited with the court on April 1, 2011, and have agreed to "equally split" the remainder of those funds.² (Filing [36-1](#) at CM/ECF pp. 1-2.) I accept the Defendants' stipulation. Accordingly,

IT IS ORDERED:

1. Defendants' joint motion for stipulated settlement (filing [36](#)) is granted.
2. The Clerk of the court is directed to release one half of the remaining funds deposited with the court on April 1, 2011, together with one half of any accrued interest, to Jo Ann G. Funke.

¹I previously dismissed Plaintiff Conseco Life Insurance Company from this matter. (See Filings [20](#) and [25](#).)

²On January 17, 2012, I granted Conseco Life Insurance Company's motion for disbursement of attorney's fees and costs against interpleader funds in the amount of \$896.50. (Filing [32](#).)

3. The Clerk of the court is directed to release one half of the remaining funds deposited with the court on April 1, 2011, together with one half of any accrued interest, to Linda B. Funke.

4. All claims that were brought or could have been brought are dismissed with prejudice, with each party to bear its own attorneys' fees and costs.

5. A separate judgment will be entered in accordance with this Memorandum and Order.

DATED this 8th day of June, 2012.

BY THE COURT:

s/Richard G. Kopf
Senior United States District Judge

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